



PATENT ASSIGNMENT

Joey Leavitt, of 149 Roxie Drive, Florence, AL 35630, ("Assignor") in exchange for 1.25 % of the outstanding shares of common stock of BullsEye, Inc., otherwise being 125 shares with a par value of \$1.00 (one dollar) stock certificate to be issued no later than the 1st day of November 1999, and for other good and valuable consideration, the receipt of which is hereby acknowledged, assigns to BullsEye, Inc., a Nevada corporation ("Assignee"), his entire right, title, and interest in and to an invention entitled the "Bullseye" (the "Invention"), and in any and all patents, reissue patents, certificates of inventorship, design registrations, utility models, and the like, that may be granted in the U.S. or in any foreign country with respect to the Invention and improvements thereto, and in any application, including continuations, continuations-in-part, or divisions, that may be filed with respect to the Invention or improvements thereto.

Assignor grants to Assignee the right to add the following information regarding a U.S. patent application to be filed so that this assignment may be recorded in the United States Patent and Trademark Office.

(Title of Application)

(Serial Number)

(Filing Date)

Assignor will, without additional charge to Assignee but at Assignee's expense, cooperate with and assist Assignee such that Assignee may realize and fully enjoy all the rights assigned hereunder, including the preparation and execution of all papers needed by Assignee, and providing such information and assistance as may reasonably be required by Assignee in any administrative or legal proceeding to obtain or protect such rights.

Assignor represents and warrants that he has not publicly used or disclosed the Invention, and that he has not previously sold or offered to sell the Invention.

Assignor represents and warrants that he has not transferred, licensed, and/or assigned any interest in the Invention to anyone other than Assignee, and that he has not entered into any contract, assignment, or license conveying any right granted to Assignee hereunder, or that would otherwise conflict with this Assignment.

This Assignment and each of its terms shall be binding on Assignor, his representatives, heirs and assigns, and shall inure to the benefit of Assignee, its successors, and assigns. *THIS AGREEMENT SUPERSEDES ALL PREVIOUS AGREEMENT BETWEEN MILES COLCOC & JOEY LEAVITT CONCERNING BULLSEYE (SR)*

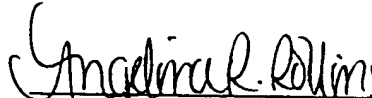

Joey Leavitt

SEPT 24 1999
Date

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Before me, Angela R. Rollins, a Notary Public of the state and county aforesaid, personally appeared Joey Leavitt, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the within named Assignor, and that he executed the foregoing instrument for the purposes therein contained.

This 24 day of Sept, 1999.


Notary Public

My commission expires: MY COMMISSION EXPIRES OCT 24, 2002